

When Recorded, Return to

Department of Design, Construction and Land Use

Site Team

700 Fifth Avenue, Suite 2200

Seattle, WA 98104-5070

**SIDE SEWER EASEMENT AGREEMENT
(SMC 21.16.250A)
(SIDE SEWER CROSSES ANOTHER PROPERTY)**

GRANTOR: 1) _____

2) _____

3) _____

☐ Additional Owners/Grantors on page _____

GRANTEE: 1) _____

2) _____

3) _____

☐ Additional Owners/Grantees on page _____

LEGAL DESCRIPTION (ABBREVIATED):

Grantor's Property:

Grantee's Property:

☐ Additional legal description on page 2.

ASSESSOR'S TAX PARCEL ID NO(S). _____

Street Address _____

Application No. (by DCLU staff): _____

Date (by DCLU staff): _____

SIDE SEWER EASEMENT AGREEMENT
(SMC 21.16.250A)
(SIDE SEWER CROSSES ANOTHER PROPERTY)

This Side Sewer Easement Agreement ("Agreement") is executed pursuant to SMC 21.16.250A, by _____, ("Grantor"), owner(s) of the following described real property situated in The City of Seattle, King County, State of Washington:

hereby grants a six (6) feet wide easement (3 feet wide on either side of the line of the side sewer constructed or to be constructed on Grantor's property as shown in attached Exhibit A)("Easement"), to _____, ("Grantee"), owner(s) of the following described property situated in City of Seattle, King County, State of Washington:

In consideration of the City's issuance of a permit to locate a side sewer on a site other than the site being served by the side sewer, Grantor and Grantee agree and warrant as follows:

1. The undersigned Grantor and Grantee warrant that Grantor and Grantee have bargained for and negotiated this Agreement and that all owners have executed this Agreement.
2. The purpose of this Agreement is to provide side sewer service to Grantee's property. Grantee shall have the right to access Grantor's property as necessary to clean, maintain, repair or reconstruct that portion of the side sewer located in the Easement. Grantor may use the Easement as may be convenient to the use of Grantor's remaining land, including driving upon it, provided that Grantor does not damage the side sewer in the Easement or interfere with Grantee's use of the side sewer or the Easement.
3. The parties intend and agree on behalf of themselves and on behalf of their heirs, successors and assigns that this Agreement shall be a covenant running with the

land and shall be binding upon all parties and their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants.

4. Grantee has applied to the City for the following permits or approvals for the Grantee's property legally described above:

Type(s) of permit sought: Side Sewer

Date(s) of application: See front page

Application Number(s): See front page

SIGNATURES, ACKNOWLEDGEMENTS AND NOTARY

(INDIVIDUAL—attach more pages if needed)

Dated: _____

State of Washington)
) ss
County of _____)

Owner
Grantor or Grantee(circle one)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she
signed this instrument and acknowledged it to be his/her free and voluntary act for
the uses and purposes mentioned in the instrument.

Printed Name

Date: _____

NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____

Address



Use this space for Notary Seal

Dated: _____

State of Washington)
) ss
County of _____)

Owner
Grantor or Grantee(circle one)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she
signed this instrument and acknowledged it to be his/her free and voluntary act for
the uses and purposes mentioned in the instrument.

Printed Name

Date: _____

NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____

Address



Use this space for Notary Seal

Easement Agreement

Page No. _____

**(CORPORATE , PARTNERSHIP, LIMITED LIABILITY COMPANY Or OTHER LEGAL
ENTITY OWNER—attach more pages if needed)**

Date: _____

State of Washington)
)ss
County of _____)

Owner
Grantor or Grantee (circle one)

Printed Name

By _____

Printed Name

Its _____

Address

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that
he/she signed this instrument, on oath stated that he/she was authorized to
execute the instrument and acknowledged it as the _____
_____(type of authority, e.g., partner, trustee, title of
officer, personal representative, guardian, attorney in fact for a principal, etc.) of
_____(name of owner/entity on
behalf of whom instrument was executed), to be the free and voluntary act of
such party for the uses and purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____



Use this space for Notary Seal

Date: _____

State of Washington)
)ss
County of _____)

Owner
Grantor or Grantee (circle one)

Printed Name

By _____

Printed Name

Its _____

Address

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that
he/she signed this instrument, on oath stated that he/she was authorized to
execute the instrument and acknowledged it as the _____
_____(type of authority, e.g., partner, trustee,
title of officer, personal representative, guardian, attorney in fact for a principal,
etc.) of _____ (name of owner/entity on
behalf of whom instrument was executed), to be the free and voluntary act of
such party for the uses and purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____



Use this space for Notary Seal